



200610170021

Skagit County Auditor

10/17/2006 Page 1 of 8 9:47AM

After Recording Return To:

City of Anacortes
PO Box 547
Anacortes WA 98221

CHICAGO TITLE COMPANY
IQB2918

ACCOMMODATION RECORDING

#5363

Chicago Title Company has placed
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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 17 2006

PERMANENT AND TEMPORARY EASEMENTS

FOR

WATER PIPELINE CONSTRUCTION AND OPERATION

Amount Paid \$
Skagit Co. Treasurer

Pl17914 - Ptn NE NW 15-34-3

THIS EASEMENT dated for reference purposes this 11th day of October 2006 is made by and between ESTABAN A. and GUDELIA P. SANCHEZ, as husband and wife ("Grantor") and the CITY OF ANACORTES, a municipal corporation ("Grantee"), with reference to the following facts:

- A. Grantor owns certain real property in Skagit County legally described on Exhibit "A" attached hereto (the "property").
- B. Grantee seeks a permanent and exclusive right of way easement (fifty (50) foot wide) for the construction, maintenance and repair of a water pipeline and appurtenances, over, under and across a portion of Grantor's real property legally described on Exhibit "B" attached hereto (the "Permanent Easement").
- C. Grantee also seeks a temporary thirty (30) foot construction easement to facilitate construction of the water pipeline and appurtenances, over, under and across a portion of Grantor's real property legally described in Exhibit "C" attached hereto (the "Temporary Construction Easement").
- D. The location of the construction easements, set forth precisely in Exhibits B and C, are generally depicted in Exhibit D.

Based upon the foregoing, and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Effective Date.** The effective date of this Easement shall be the date this Easement has been signed by the Grantor.
2. **Consideration.** Grantor shall receive the sum of Four Thousand One Hundred Seventy Four and No/100 Dollars (\$4,174.00) when this document has been signed by all appropriate parties and properly recorded with the Skagit County Auditor.
3. **Permanent Easement.**
 - 3.1 Grantor hereby grants Grantee a Permanent Easement for the construction, maintenance, inspection, and repair of a water pipeline and appurtenances, over, under and across that portion of Grantor's real property legally described on Exhibit "B", together with the right of ingress and egress to, from and across the Property for the purpose, but not limited to, vehicular access for equipment, materials, and personnel.
 - 3.2 Grantee shall have the right to construct additional waterline facilities in the Permanent Easement should they become necessary.
 - 3.3 Grantors shall retain the right to use the surface of the Permanent Easement if such use does not interfere with Grantee's pipeline. Grantor shall not construct any structures, buildings or rockeries within the Permanent Easement, however, Grantor shall be allowed to plant new trees or other shrubbery within the Permanent Easement at Grantor's sole risk and expense upon completion of the project, provided that they are not planted within 10 feet of the pipeline centerline or other appurtenances.
4. **Temporary Construction Easement.**
 - 4.1 Grantor hereby grants Grantee a Temporary Construction Easement for construction of the water pipeline and appurtenances, over, under and across that portion of Grantor's property legally described on Exhibit "C".
 - 4.2 The Temporary Construction Easement described on Exhibit "C" shall expire upon final acceptance of the water pipeline improvements by the Anacortes City Council.
5. **Restoration.** Upon completion of the water pipeline construction and appurtenances Grantee shall restore the Permanent Easement and Temporary Construction Easement, any utilities, property corners, fences, plantings affected by construction, and any farm roads or driveways used to access said easements to as good a condition as they were immediately before Grantee entered the Property and reimburse to Grantor the value of any crops lost as a result of Granter's construction project. Photographs will be taken prior to any construction on the Property to assure the completeness of restoration.



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6. **Permanent Easement – Future Use.**

- 6.1 Upon completion of the water pipeline, Grantor hereby grants Grantee use of the Permanent Easement for future maintenance, replacement and/or repair of the water pipeline and appurtenances, over, under and across that portion of Grantor's real property legally described on Exhibit "B" attached, including, but not limited to Grantee's need for the purpose of installing, constructing, operating, maintaining, removing, repairing and replacing the pipeline.
- 6.2 Grantee shall restore the Permanent Easement and any farm roads or driveways used to access said easements to as good as condition as they were immediately before Grantee entered the Property and reimburse to Grantor the value of any crops lost as a result of Grantee's construction project. Photographs will be taken prior to any construction on the Property to assure the completeness of restoration.
7. **Indemnification.** To the extent permitted by law, the Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission of the Grantee, its agents or invitees, relating to the construction, maintenance or repair of the water pipeline and appurtenances within the Permanent Easement, or the Temporary Easement areas, except to the extent attributable to the acts or omissions of the Grantor, its agents or invitees.
8. **Covenants Shall Run With The Land.** These Easements and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any covenant granted herein shall be a covenant running with the land.
9. **Exemption From Excise Tax.** These Easements are granted under the threat of eminent domain proceedings by the Grantee, and therefore are exempt from State Excise Tax.
10. **Duration.** Unless stated specifically herein, the Permanent Easement shall only expire upon written agreement of the parties hereto or their successors and/or assigns.
11. **Attorney's Fees.** In case suit or action is commenced against the Grantors or the successors, heirs or assigns of said Grantors, for removal of an encroachment from these Easements, the Grantors hereby promise to pay, in addition to costs provided by statute, such sum as the court may adjudge reasonable as attorney's fees therein.



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IN WITNESS WHEREOF, the parties have executed this Easement on the date Indicated below.

GRANTOR:
ESTABAN A. AND GUDELIA P.
SANCHEZ

[Signature]
ESTABAN A. SANCHEZ

[Signature]
GUDELIA P. SANCHEZ

Dated: 10-09-06

GRANTEE:
CITY OF ANACORTES:

[Signature]
By: H. Dean Maxwell

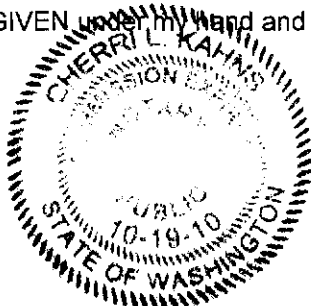
By: _____

Dated: 10/11/06

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

On this day personally appeared before me Guadalupe Sanchez to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of October 2006.



Print Name: Cherril L. Kahns
[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Mount Vernon
My commission expires: 10-19-10

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

On this day personally appeared before me Esteban Sanchez to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of October 2006.



Print Name: Cherril L. Kahns
[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Mount Vernon
My commission expires: 10-19-10



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AFTER RECORDING MAIL TO:
Mr. and Mrs. Estaban A. Sanchez
15312 State Route 536 (AKA: State Memorial Highway)
Mount Vernon, WA 98273



200509120139
Skagit County Auditor

9/12/2006 Page 1 of 2 3:26PM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: A85676

FIRST AMERICAN TITLE CO.

A 85676-1

Statutory Warranty Deed

Grantor(s): Wes W. Caling
Grantee(s): Estaban A. Sanchez and Gudella P. Sanchez
Assessor's Tax Parcel Number(s): 340315-2-003-0102, P12011, 340315-1-003-0200

THE GRANTOR Wes W. Caling, an unmarried man for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Estaban A. Sanchez and Gudella P. Sanchez, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

The West 1/2 of the Northeast 1/4 of the Northwest 1/4, less the East 100 feet of the North 218 feet thereof, of Section 15, Township 34 North, Range 1 East, W.M., Skagit County, Washington.

EXCEPT the North 30 feet thereof as conveyed to Skagit County for road purposes by Quit Claim Deed dated October 15, 1894 and recorded November 1, 1895, under Auditor's File No. 20609 in Volume 30 of Deeds, page 199, records of Skagit County.

ALSO EXCEPT for right-of-way condemned by Drainage District #19 on December 4, 1922.

SUBJECT TO the Easements, Restrictions and other Exceptions set forth on Exhibit "A" attached hereto.

Dated: September 8, 2005

Wes W. Caling
Wes W. Caling

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 12 2005

Amount Paid \$ 4811.00
By *[Signature]* Deputy

STATE OF Washington
COUNTY OF Skagit SS:

I certify that I know or have satisfactory evidence that Wes W. Caling, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 9-8-05

Wicki L. Hoffman
Notary Public in and for the State of Washington
Residing at Anacortes
My appointment expires: 10-8-05



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EXHIBIT B

December 12, 2005

LEGAL DESCRIPTION FOR: City of Anacortes

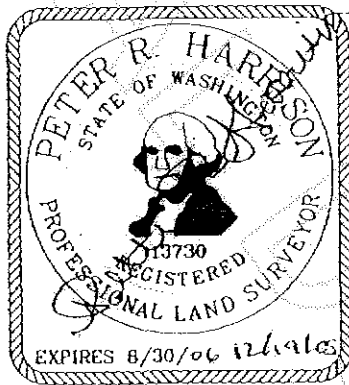
Waterline Replacement Project – Segment 5/6

Esteban A. and Gudelia P. Sanchez – Permanent Easement

The South 50.00 feet of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 34 North, Range 3 East, W.M.,
EXCEPT for right-of-way condemned by Drainage District #19 on December 4, 1922, if any.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



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EXHIBIT C

December 12, 2005

LEGAL DESCRIPTION FOR: City of Anacortes

Waterline Replacement Project – Segment 5/6

Esteban A. and Gudelia P. Sanchez – Temporary Construction Easement

The North 30.00 feet of the South 80.00 feet of the West ½ of the Northeast ¼ of the Northwest ¼ of Section 15, Township 34 North, Range 3 East, W.M., EXCEPT for right-of-way condemned by Drainage District #19 on December 4, 1922, if any.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



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SECTION 15, TOWNSHIP 34 N, RANGE 3 E, W.M.

